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ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

OF COUNSEL  
URBAN A. LESTER

March 31, 2008

RECORDATION NO. 25450-N FILED

MAR 31 '08 -4 5 0 PM

SURFACE TRANSPORTATION BOARD

Anne K. Quinlan, Esq.  
Acting Secretary  
Surface Transportation Board  
395 "E" Street, S.W.  
Washington, D.C. 20423-0001

Dear Ms. Quinlan:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Assignment and Assumption Agreement, dated as of March 31, 2008, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Railroad Car Full Service Master Leasing Agreement and Rider No. 4 previously filed with the Board under Recordation Number 25450-D.

The names and addresses of the parties to the enclosed document are:

Assignor: General Electric Railcar Services Corporation  
161 North Clark Street, 7<sup>th</sup> Floor  
Chicago, Illinois 60601

Assignee: Macquarie Rail Inc.  
Sears Tower  
233 South Wacker Drive  
Suite 5300  
Chicago, Illinois 60606

Anne K. Quinlan, Esq.  
March 31, 2008  
Page 2

A description of the railroad equipment covered by the enclosed document  
is:

120 GRL Coal Gondola railcars: PNJX 50360 -- PNJX 50479

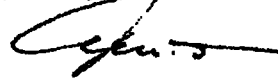
A short summary of the document to appear in the index is:

Assignment and Assumption Agreement.

Also enclosed is a check in the amount of \$35.00 payable to the order of  
the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the  
undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Alvord", with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/sem  
Enclosures

MAR 31 '08 -4 5 0 PM

SURFACE TRANSPORTATION BOARD

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

This ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of March 31, 2008 (this "Agreement"), is between General Electric Railcar Services Corporation, a Delaware corporation (the "Seller"), and Macquarie Rail Inc., a Delaware corporation (the "Buyer").

**RECITALS**

WHEREAS, the Buyer and the Seller have entered into that certain Purchase Agreement, dated as of March 31, 2008 (the "Purchase Agreement"), providing for the purchase of the Ownership Interest by the Buyer from the Seller, subject to the terms and conditions set forth therein; and

WHEREAS, the Purchase Agreement contemplates the execution and delivery of this Agreement by the Seller and the Buyer.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows.

**AGREEMENT**

1. **Definitions.** Capitalized terms used herein without definition shall have the meanings assigned to them in Section 4 of this Agreement.

2. **Assignment.** Effective as to each unit of Equipment on the Closing Date, the Seller sells to the Buyer all of the Seller's rights, title and interest in and to such unit and assigns to the Buyer all of the Seller's rights and obligations under the Operative Agreements (other than the Retained Obligations) as they relate to each unit. The Seller assigns to the Buyer, to the extent assignable by the Seller, all Warranty Rights, if any, subject to the provisions set forth in the Purchase Agreement. Notwithstanding the foregoing, the Seller shall continue to be entitled to the benefit of any right to indemnification for tax or other matters which arose or may arise from or be related to any event or circumstance occurring or in existence prior to the Closing Date, as specified in the Purchase Agreement.

3. **Acceptance of Assignment; Assumption of Obligations; Effect of Assignment.** The Buyer accepts the assignment contained in Section 2 hereof and assumes all obligations of the Seller accruing on or after the Closing Date under, and agrees to be bound to the same extent as the Seller by all the terms of, the Operative Agreements (other than the Retained Obligations). Effective on and after the Closing Date (except with respect to obligations not assumed pursuant to the preceding sentence), the Buyer shall be deemed to stand in the place of the Seller for all purposes under the Operative Agreements and each reference in the Operative Agreements to the Seller shall be deemed to mean the Buyer. The Seller is released of all obligations accruing under the Operative Agreements (other than the Retained Obligations) on or after the Closing Date.

4. **Definitions.** Except as otherwise specified or as the context may otherwise require, the following terms have the meanings set forth below whenever used in this Agreement

(terms defined in the singular to have a correlative meaning when used in the plural and vice versa).

**Bill of Sale:** the bill of sale in the form of Exhibit I hereto.

**Closing Date:** the date of the Bill of Sale.

**Equipment:** the equipment described in Schedule 1 to this Agreement together with every part, accessory, component and any equipment installed therein or attached thereto owned by the Seller on the Closing Date (individually each railcar is referred to as a "unit" or "unit of Equipment").

**Guaranty:** that certain Guaranty of Payment and Performance dated as of February 18, 2005 by NRG Energy, Inc. (the "Guarantor") in favor of the Seller, as modified by (i) that certain Reaffirmation of Guaranty dated August 16, 2005 by the Guarantor and (ii) that certain Reaffirmation of Guaranty dated March 25, 2008 by the Guarantor.

**Lease:** Rider No. 4 dated as of March 22, 2005 between the Seller and the Lessee, which incorporates by reference the terms of the Master Lease.

**Lessee:** NRG Power Marketing LLC, formerly known as NRG Power Marketing Inc.

**Master Lease:** that certain Railroad Car Full Service Master Leasing Agreement dated as of February 18, 2005 between the Seller and the Lessee as amended by (i) that certain Amendment No. 1 dated as of August 2, 2005 between the Seller and the Lessee, (ii) that certain Amendment No. 2 dated as of August 29, 2006 between the Seller and the Lessee, (iii) that certain Amendment No. 3 effective as of March 20, 2008 between the Seller and the Lessee, and (iv) that certain Amendment No. 4 dated as of March 25, 2008 between the Seller and the Lessee.

**Operative Agreements:** collectively, the Lease and, solely as they pertain to the Lease, the Master Lease and the Guaranty.

**Ownership Interest:** the Seller's rights, title and interest in and to the Equipment, the Seller's rights and obligations under the Operative Agreements (other than the Retained Obligations), and the Warranty Rights (if any).

**Retained Obligations:** collectively, (a) the costs of repairs for each unit that has (i) arrived at a shop on or before the Closing Date or (ii) been constructively placed by the delivering railroad at a shop on or before the Closing Date, and (b) all AAR repairs occurring on or before the Closing Date, as evidenced by the AAR repair date.

**Warranty Rights:** any and all warranty rights with respect to the Equipment under any contract for the purchase of the Equipment, including any existing manufacturer's warranty with respect to the Equipment or any component parts or materials incorporated into the Equipment and any rights to make warranty claims and rights and limitations affecting available remedies for breach of warranty.

5. **Amendments.** No provision of this Agreement may be amended, modified or waived except by written agreement duly executed by each of the parties hereto.

6. **Notices.** All notices, requests or other communications to or upon any party hereto in connection herewith shall be given in the manner prescribed by Section 9.5 of the Purchase Agreement.

7. **Headings.** The section headings used in this Agreement are for convenience of reference only and shall not be used or construed to define, interpret, expand or limit any provision hereof.

8. **Counterparts.** This Agreement may be executed in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the internal substantive laws of the State of Illinois, without giving effect to its conflict of law rules.

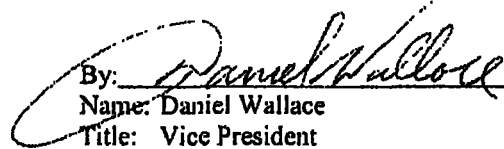
10. **Entire Agreement.** This Agreement, the Purchase Agreement, and the Bill of Sale (together with their exhibits and schedules) represent the entire agreement of the parties with respect to the subject matter hereof and thereof and supersede and cancel any prior oral or written agreement, letter of intent or understanding with respect to such subject matter.

11. **Recordation.** The Seller or the Buyer may record this Agreement with the Surface Transportation Board or the Registrar General of Canada, as applicable, to evidence the assignment by the Seller to the Buyer of the Seller's rights and obligations under the Lease.

*[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto on the date first above written.

**GENERAL ELECTRIC RAILCAR SERVICES  
CORPORATION**

By:   
Name: Daniel Wallace  
Title: Vice President

**MACQUARIE RAIL INC.**

By: \_\_\_\_\_  
Name: Harry Zander  
Title: Senior Vice President


By: \_\_\_\_\_  
Name: Rhys Spragg  
Title: Vice President

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto on the date first above written.

**GENERAL ELECTRIC RAILCAR SERVICES  
CORPORATION**

By: \_\_\_\_\_  
Name: Daniel Wallace  
Title: Vice President

**MACQUARIE RAIL INC.**

By:  \_\_\_\_\_  
Name: Harry Zander  
Title: Senior Vice President

By: \_\_\_\_\_  
Name: Rhys Spragg  
Title: Vice President

State of Illinois )  
County of Clark )

On this, the 15 day of March, 2008, before me, a Notary Public in and for said County and State, personally appeared Harry Zank, a Sr Vice President of Macquarie Rail Inc., who acknowledged himself to be a duly authorized officer of Macquarie Rail Inc., and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Maria Pesko  
Name: Maria Pesko  
Notary Public



My Commission Expires: 3-28-11  
Residing in: Clark County



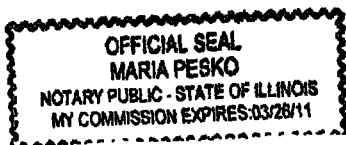
State of Illinois )

County of Cook )

On this, the 28 day of March, 2008, before me, a Notary Public in and for said County and State, personally appeared Philip Gray, a Vice President of Macquarie Rail Inc., who acknowledged himself to be a duly authorized officer of Macquarie Rail Inc., and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Maria Pesko  
Name: Maria Pesko  
Notary Public

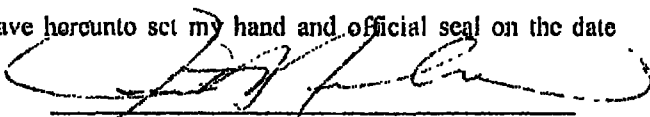


My Commission Expires: 3/28/11  
Residing in: Chicago

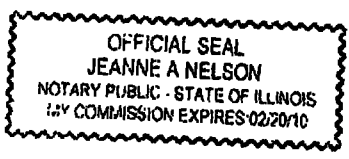
State of Illinois                    )  
  )  
County of Cook                    )

On this, the \_\_\_\_ day of March, 2008, before me, a Notary Public in and for said County and State, personally appeared Daniel Wallace, a Vice President of General Electric Railcar Services Corporation, who acknowledged himself to be a duly authorized officer of General Electric Railcar Services Corporation, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.



Name: Jeanne A. Nelson  
Notary Public



My Commission Expires: February 20, 2010  
Residing in Cook County

**EXHIBIT I**  
**TO ASSIGNMENT AND ASSUMPTION AGREEMENT**

**FORM OF BILL OF SALE**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, General Electric Railcar Services Corporation ("Seller"), does hereby sell, transfer and assign to Macquarie Rail Inc. ("Buyer") all of Seller's rights, title and interest in and to the equipment described in Schedule 1 hereto, subject to the terms and conditions of the Purchase Agreement, dated as of March \_\_, 2008, between Seller and Buyer, and the Assignment and Assumption Agreement, dated March \_\_, 2008, between Seller and Buyer.

**General Electric Railcar Services Corporation**

By: \_\_\_\_\_  
Name: Daniel Wallace  
Title: Vice President  
Date: \_\_\_\_\_

**Schedule 1**


(List of Equipment)

120 286,000 lb GRL Coal Gondola Cars 122 Ton Aluminum manufactured in 2005 by  
Johnstown America, bearing marks and numbers:  
PNJX 50360 -- PNJX 50479

**CERTIFICATION**

I, Edward M. Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: March 31, 2008

A handwritten signature in black ink, appearing to read "Edward M. Luria", written over a horizontal line.

Edward M. Luria